

UNION PACIFIC RAILROAD COMPANY

345 PARK AVENUE



NEW YORK, N.Y. 10022

KENDOR P. JONES
ASSISTANT EASTERN GENERAL COUNSEL

RECORDATION NO. *8608-A* Filed *135* September 12, 1979

SEP 14 1979 - 1 55 PM

INTERSTATE COMMERCE COMMISSION

Hon. Agatha L. Mergenovich
Secretary
Interstate Commerce Commission
Washington, D. C. 20423

0-257A007

SEP 14 1979

Date *10:00*

ICC Washington, D. C.

Re: Equipment Trust Agreement, dated as of
December 1, 1976, between Chemical Bank,
as Trustee, and Union Pacific Railroad
Company; Recordation No. 8608

Dear Mrs. Mergenovich:

Enclosed herewith are executed Counterparts Nos. 1 through 6 of a First Supplemental Agreement, dated as of August 1, 1979, between Chemical Bank, as Trustee, and Union Pacific Railroad Company, amending and supplementing the above captioned Equipment Trust Agreement.

After filing and recordation, at least four of the Counterparts should be returned to the undersigned or given to the bearer of this letter.

Also enclosed is a check payable to the order of the Interstate Commerce Commission in payment of the fee associated with the filing and recordation of this document.

Very truly yours,

Kendor P. Jones

KPJ:b
Encls.

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This First Supplemental Agreement has been executed
in 10 original counterparts of which this is
counterpart 2

FIRST SUPPLEMENTAL AGREEMENT,
DATED AS OF AUGUST 1, 1979,
BETWEEN
CHEMICAL BANK, TRUSTEE
AND UNION PACIFIC RAILROAD COMPANY

RECORDATION NO. 8608-A Filed 1425

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INTERSTATE COMMERCE COMMISSION

This FIRST SUPPLEMENTAL AGREEMENT, dated as of
August 1, 1979, between CHEMICAL BANK, a New York corporation,
as Trustee (hereinafter called the Trustee), and UNION PACIFIC
RAILROAD COMPANY, a Utah corporation (hereinafter called the
Company).

WITNESSETH:

WHEREAS, the Trustee and the Company have heretofore
entered into an Equipment Trust Agreement, dated as of Decem-
ber 1, 1976 (hereinafter called the Agreement), which was filed
and recorded pursuant to Section 20c of the Interstate Commerce
Act on December 14, 1976, and assigned Recordation No. 8608, and
pursuant to which the Trustee has issued \$16,500,000 aggregate
principal amount of Union Pacific Equipment Trust No. 1 of 1977
Equipment Trust Certificates (hereinafter called the Trust Certi-
ficates); and

WHEREAS, certain of the Trust Equipment specifically
described in the Agreement has been destroyed, constituting a
Casualty Occurrence under Section 4.7 of the Agreement, and the
Company has deposited with the Trustee Replacement Funds equal
to the Fair Value of such destroyed Trust Equipment; and

WHEREAS, the Company desires that the Replacement Funds be used for the purchase of additional Equipment pursuant to Section 4.9 of the Agreement and intends to cause to be constructed and transferred to the Trustee such additional Equipment; and

WHEREAS, Section 8.4 of the Agreement provides that the Company and the Trustee without the consent of the holders of the Trust Certificates then outstanding may from time to time and at any time enter into an agreement or agreements supplemental to the Agreement for the purpose of making any provisions in regard to matters or questions arising under the Agreement as shall not adversely affect the interests of the holders of the Trust Certificates then outstanding or the rights, duties or immunities of the Trustee; and

WHEREAS, the Company and the Trustee, in accordance with Section 4.3 of the Agreement, desire to execute and deliver this First Supplemental Agreement for the foregoing purpose and such amendment will not adversely affect the interest of the holders of the Trust Certificates now outstanding, or the rights, duties or immunities of the Trustee;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree that the Agreement be, and it hereby is, amended as follows:

(1) The Company shall cause to be constructed and transferred to the Trustee, subject to all of the terms of the Agreement, the following new standard-gauge railroad equipment, other than passenger cars or work equipment (hereinafter called the Equipment):

<u>No. of Units</u>	<u>Description</u>	<u>Estimated Cost</u>	
		<u>Per Unit</u>	<u>Total</u>
16	100-ton, 61' bulkhead flat cars, Class F-100-14, Portec, Inc., builder, to be numbered UP215718 to UP215733, both inclusive	\$ 47,500	\$ 760,000

(2) When and as the Equipment shall have been delivered to the Trustee, the Trustee shall, subject to the provisions of Sections 3.4 and 4.9 of the Agreement, pay the builder thereof the Cost thereof as specified in the invoice of the builder.

(3) Pursuant to the provisions of Sections 4.1 and 4.2 of the Agreement, the Trustee hereby leases the Equipment to the Company for a term ending 15 years from and after December 1, 1976.

(4) The Company hereby accepts the lease of the Equipment, and covenants and agrees to accept delivery and possession thereof subject to all of the terms and conditions of the Agreement.

(5) It is understood and agreed that the Equipment shall constitute and be a part of the Trust Equipment under the Agreement, subject to all terms and conditions thereof in all respects as though the Equipment had originally been a part of the Trust Equipment specifically described therein.

(6) Except as amended and supplemented hereby,
the Agreement shall remain in full force and effect.

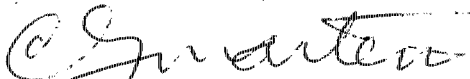
IN WITNESS WHEREOF, the Company and the Trustee
have caused their names to be signed hereto by their officers
thereunto duly authorized and their corporate seals, duly
attested, to be hereunto affixed as of the day and year first
above written.

CHEMICAL BANK,
as Trustee

By: 
Senior Trust Officer

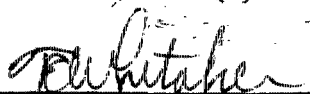
(SEAL)

ATTEST:


Assistant Secretary

(SEAL)

ATTEST:


Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

By: 
Vice President and Treasurer

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 31ST day of August, 1979, before me personally appeared F.J. Farrell, to me known, who being by me duly sworn, says that he is a Senior Trust Officer of Chemical Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

Sylvia Laskow
Notary Public
SYLVIA LASKOW
Notary Public, State of New York
No. 24-7436995
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1980

On this 28th day of August, 1979, before me personally appeared H. B. SHUTTLEWORTH, to me personally known, who, being by me duly sworn, says that he is the Vice President and Treasurer of Union Pacific Railroad Company, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kendor P. Jones
Notary Public
KENDOR P. JONES
Notary Public, State of New York
No. 31-7115325
Qualified in New York County
Commission Expires March 30, 1980